obtain from the conductor. Held, that the R. R. Co. was liable in damages for this wrong. The court said: "Passengers on railroad trains are not presumed to know the rules and regulations which are made for the guidance of conductors or other employees of railroad companies as to the internal affairs of the company, nor are they required to know them. In this case there is no evidence that notice or knowledge of the existence of the rules of the defendant company, or what they were with respect to stop-over regulations, was brought home to the plaintiff at the time he purchased his ticket or at any time thereafter. There was nothing on the face of the ticket to show that a stop-over check was required of the passenger as a condition precedent to his resuming his journey from Olean to Salamanca after stopping off at the former place. It is shown by the evidence that Olean was a station at which stop-over privileges were allowed. Under such circumstances it was entirely proper for the passenger to make inquiries of the ticket agent and to rely upon what the latter told him with respect to his stopping over at Olean. * * * The reason of such rule is to be found in the principle that when a party does all that he is required to do under the terms of a contract into which he has entered and is only prevented from reaping the benefit of such contract by the fault or wrongful act of the other party to it, the law gives him a remedy against the other party for such breach of contract." With regard to the admission of parol evidence to vary the contract between the parties constituted by the ticket and the regulation of the company, the language of the court is as follows: "While it may be admitted as a general rule that the contract between the passenger and the railroad company is made up of the ticket which he purchased and the rules and regulations of the road, yet it does not follow that parol evidence of what was said between the passenger and the ticket seller, from whom he purchased his ticket at the time of such purchase, is inadmissible as going to make up the contract of carriage and forming part of it."

Injunction — Removal of School House — Rights of a Tax Payer. — In *Graves* v. *Jasper School Township*, 50 N. W. Rep. 904, the Supreme Court of South Dakota has decided a very novel and interesting case. It regards the rights of an elector and property owner in determining the situation of the school-house for the district in which he resides, and the manner of asserting such rights. The school board of Jasper township attempted to remove the school-house of sub-district No. 1 to sub-district No. 5, and to pre-

vent this the plaintiff sued out an injunction against the board. He objected to such removal on the grounds that his children would be obliged to go two and three-quarters miles to school instead of a half mile, as formerly; and that it would necessitate the imposition of an extra tax upon his property. The action turned upon two points, viz.: (1) The right of the plaintiff in such case to invoke equity on his behalf, and (2) The right of tax-payers in regard to the location of school-houses. As to the first, the court held that while ordinarily it is the duty of a public corporation to bring a suitable action against any of its officers who are acting fraudulently or beyond the scope of their powers, yet if such corporation does not or will not bring such action, anyone immediately affected by the abuse may proceed to vindicate his rights. Also that there would seem to be no substantial reason why a bill by or on behalf of individual tax-payers should not be entertained to prevent the misuse of corporate powers. (Dillon on Municipal Corporations, and *Crampton* v. *Zabriskie*, 101 U. S. 601.) Then too the plaintiff's interest was not joint and common with that of the other tax-payers of his sub-district, but his injury was an individual one, inasmuch as it imposed an equal tax upon him, who would be injured, and upon others, who would be benefited, by the proposed removal. Therefore he had in such case abundant right to invoke equity to restrain such action. As to the second question, it was decided that when a school-house has once been legally located, it can be removed only by competent authority; and such competent authority rests not in the township school board, but in the will of the majority of the voters resident in the subdistrict, as expressed in a public election. "It is not in the power of a township school board, or of any number of citizens of a sub-district, to make such removal without that vote being taken and so declared, and any attempt to do so is without the solemn sanction of the electors, and is illegal and void." As it had appeared in evidence that the board had acted on its own reponsibility, and that no vote of the electors had been taken on the matter, it was held that the proposed removal could not be made.

Constitutional Law — Inter-State Commerce — License.— The case of *Harmon* v. *City of Chicago*, 29 N. E. 732 (Ill.) considers at length one phase of the much mooted inter-State commerce question. The facts are briefly these. The plaintiff, Harmon, owned twelve steam tugs, plying in waters around the city of Chicago, and licensed by the United States to engage in inter-State com-